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BellSouth Telecommunications, Inc.

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January 6, 2003

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TN REGULATORY AUTHORITY
DOCKET ROOM

VIA HAND DELIVERY

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Enforcement of Interconnection Agreement between BellSouth
Telecommunications, Inc. and ITC^DeltaCom Communications, Inc.*
Docket No. 02-01203

Dear Chairman Kyle:

Enclosed are the original and fourteen copies of BellSouth's Response to the Counter-Complaint of DeltaCom. Copies of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Enforcement of Interconnection Agreement between BellSouth
Telecommunications, Inc. and ITC^DeltaCom Communications, Inc.*

Docket No. 02-01204

**RESPONSE OF BELL SOUTH TELECOMMUNICATIONS, INC. TO
COUNTER-COMPLAINT OF ITC^DELTACOM COMMUNICATIONS, INC.**

BellSouth Telecommunications, Inc. ("BellSouth") hereby responds to the purported Counter-Complaint filed by ITC^DeltaCom Communications, Inc. ("DeltaCom") on December 5, 2002. DeltaCom's Counter-Complaint is a transparent attempt to distract the Authority from the real issue in this case. Under the terms of the Interconnection Agreement negotiated by the parties and approved by the Authority, BellSouth has a clear contractual right to initiate an audit, at its sole expense, of DeltaCom records to verify the type of traffic being placed over combinations of loop and transport network elements ("EELs"). On May 23, 2002, more than seven months ago, BellSouth gave DeltaCom the required 30 days written notice of its intent to audit. DeltaCom has refused to allow such audit in contravention of DeltaCom's contractual obligations.

DeltaCom's stated reasons for refusing to allow the audit to commence all deal with matters that are not relevant to the commencement of the audit or that do not need to be resolved prior to the commencement of the audit.

Following are specific responses to each of the numbered paragraphs of DeltaCom's Counter-Complaint Allegations.

1. DeltaCom acknowledges that BellSouth's statements regarding the identification of the Parties and the Authority's jurisdiction over BellSouth's Complaint are accurate. BellSouth has no objection to adding Nanette Edwards and Henry Walker to the certificate of service.

2. Admitted in part and denied in part. BellSouth admits that it and DeltaCom were parties to an Interconnection Agreement approved by the Authority. The term of the Interconnection Agreement expired on December 31, 2002. The Agreement states that the parties will continue to exchange traffic pursuant to the terms and conditions of the Agreement until the Subsequent Agreement becomes effective.

3. Section 8 of Attachment 2 of the Interconnection Agreement speaks for itself. BellSouth affirmatively states that the audit is reasonably necessary to determine whether DeltaCom is providing a significant amount of local exchange service over facilities provided as combinations of loop and transport elements.

4. BellSouth admits that on May 23, 2002, it gave DeltaCom the contractually-required 30 days written notice of its intent to audit DeltaCom's records. It has been more than seven months since then, and as a result of DeltaCom's refusal to abide by the audit provisions of the Interconnection Agreement it negotiated with BellSouth, the audit has not even commenced.

5. Denied. BellSouth affirmatively states that as of the November, 2002 billing cycle, DeltaCom has 51 EELS. BellSouth's records indicate that none of these 51 circuits has been converted from special access circuits to EELs.

BellSouth further states that the Interconnection Agreement clearly requires new EELs, not just EELs converted from special access circuits, to comply with the FCC's local usage requirements. BellSouth is well within its rights to audit new EELs as well as converted circuits.

6. Denied. BellSouth cannot verify, based on the information provided by DeltaCom in its Counter-Complaint and the attachment thereto, that the referenced customer is associated with any existing EEL circuit.

7. Denied. It is DeltaCom, not BellSouth, that has refused to abide by the terms of the parties' Interconnection Agreement.

8. Except as expressly admitted herein, all of DeltaCom's assertions are denied.

WHEREFORE, BellSouth requests that the Authority:

1. Deny the relief sought by DeltaCom in its Counter-Complaint; and
2. Grant the relief requested in BellSouth's Complaint.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

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CERTIFICATE OF SERVICE

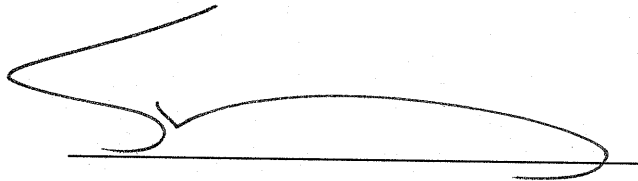
I hereby certify that on January 6, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☒ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Henry Walker, Esquire
Boult, Cummings, et al.
414 Union Street, #1600
Nashville, TN 37219-8062

- ☒ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Nanette S. Edwards, Esquire
ITC^DeltaCom
4092 South Memorial Parkway
Huntsville, AL 35802

A handwritten signature in black ink, appearing to be "Nanette S. Edwards", written over a horizontal line.